

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION

ALEXANDRO PUGA AND  
NORMA PUGA  
*PLAINTIFFS*

VS.

ABOUT TYME TRANSPORT, INC.  
AND XTRA LEASE, LLC  
*DEFENDANTS*

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CIVIL ACTION NO.: 2:15-cv-73

**DEFENDANT ABOUT TYME TRANSPORT, INC.'S**  
**RESPONSE TO MOTION FOR ORDER TO SHOW CAUSE**  
**WHY DEFENDANT ABOUT TYME TRANSPORT, INC.**  
**HAS FAILED TO PAY AGREED SETTLEMENT**

TO THE HONORABLE UNITED STATES DISTRICT COURT:

COMES NOW About Tyme Transport, Inc., one of the Defendants in the above-styled and numbered cause, and files this Response to Plaintiffs' Motion for Order to Show Cause why Defendant has failed to pay agreed settlement.

**I. Introduction**

1. First, Plaintiffs' Motion for Order to Show Cause is moot as Defense counsel hand-delivered the settlement check to Plaintiffs' counsel's representative on May 18, 2016.

2. Additionally, the parties do not have an agreement that the settlement check would be delivered on a specific date or within a specified time period upon execution of the final settlement agreement. In that regard, Defendant has not violated any agreement, rule, or Order from this Court regarding the settlement payment.

3. Defense counsel notified Plaintiffs' counsel on the same day the check was received in defense counsel's office in compliance with Plaintiffs' counsel's request.

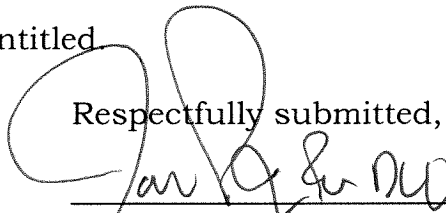
4. Defense counsel did not notify the Plaintiffs that it would "get the check to Plaintiffs by May 4, 2016," rather defense counsel indicated that he "expected" to get Plaintiffs' counsel the check by that date. Defense counsel could not forward the check on that date since it was not in his possession.

5. As indicated by Plaintiffs' counsel, the settlement documents were signed three weeks ago. Tendering the settlement check within three weeks of the completion of the final settlement agreement is not unreasonable.

## **II. Conclusion and Relief Requested**

6. For these reasons, Defendant asks the Court to Deny as moot *Plaintiffs' Motion for Order to Show Cause Why Defendant About Tyme Transport, Inc. has Failed to Pay Agreed Settlement*. Defendant prays for such other and further relief to which it may be justly entitled.

Respectfully submitted,



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**ATTORNEYS FOR DEFENDANT,  
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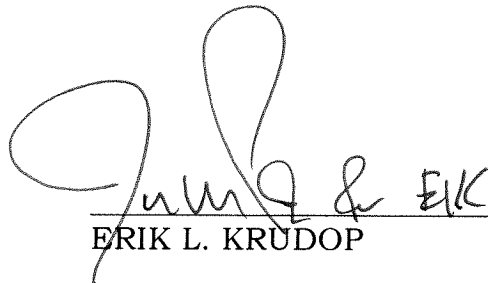
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing was served in accordance with the Federal Rules of Civil Procedure on this the 19<sup>th</sup> day of May, 2016, to the following counsel of record:

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